

RETURN DATE: APRIL 14, 2020 : SUPERIOR COURT
JOHN ANIELLO : J.D. OF STAMFORD
VS. : AT STAMFORD
TOWN OF NEW CANAAN : MARCH 13, 2020

COMPLAINT

**FIRST COUNT: NEGLIGENT SUPERVISION OF EMPLOYEES AS AGAINST
THE DEFENDANT, TOWN OF NEW CANAAN**

1. At all relevant times hereinafter mentioned, the Plaintiff, John Aniello, was a resident of the State of New York, residing at 77 Lockwood Road, South Salem, New York.

2. The Plaintiff is a Caucasian male, born December 26, 1979.

3. At all relevant times hereinafter mentioned, the Defendant, Town of New Canaan, was a municipality, with a principal place of business located at 77 Main Street, New Canaan, Connecticut.

4. At all relevant times hereinafter mentioned, the Town of New Canaan employed more than fifty (50) employees.

5. At all relevant times hereinafter mentioned, the Plaintiff was an employee of the Town of New Canaan for purposes of Title IV of the Civil Rights Act of 1964, 42 U.S.C.A. §2000e et. seq. and the Connecticut Fair Employment Practices Act ("CFEPA"), Conn. Gen. Stat. §46a-60(a), in that the Plaintiff received direct and/or indirect remuneration from the Town of New Canaan.

6. On or about July 12, 2018, the Plaintiff filed a complaint with the Connecticut Commission on Human Rights and Opportunities (hereinafter "CHRO") against the Town of New Canaan, alleging discrimination, sexual harassment, and retaliation. The CHRO issued a Release of Jurisdiction as to the Defendant, Town of New Canaan, on December 19, 2019. A copy of said Release of Jurisdiction is attached hereto as Exhibit A.

7. This complaint is filed within ninety (90) days from the date of said Release of Jurisdiction and brought within two years of the date of filing the complaint with the CHRO.

8. The Plaintiff was hired by the Town of New Canaan in 2006 as a full-time firefighter and has been continuously employed by the Defendant as a firefighter since his date of hire, acting under the Town's custody and control.

9. From 2012 through 2018, the Plaintiff was eligible for promotion to Lieutenant within the department after passing the tests offered by the Town of New Canaan Fire Department to firefighters seeking promotion to Lieutenant or Captain.

10. From 2012 through 2018, the Plaintiff was also on a list of eligible acting lieutenants within the New Canaan Fire Department.

11. A lieutenant is responsible for supervising other firefighters in the day-to-day operations of the department and on the scene of emergencies. A lieutenant is also responsible for the training and evaluation of other firefighters in the department. An acting lieutenant has the same responsibilities as a lieutenant when he is filling that position.

12. Since joining the New Canaan Fire Department, the Plaintiff has performed his duties and responsibilities as a firefighter and acting lieutenant with the Defendant in a dedicated and competent manner.

13. For many years, including much of the Plaintiff's time as a firefighter in New Canaan, Jack Horner (hereinafter "Horner"), has acted as the appointed Chairman of the New Canaan Fire Commission.

14. At all times relevant hereto, John Hennessey (hereinafter "Chief Hennessey") was employed by the Defendant as Chief of the Fire Department.

15. At all times relevant hereto, John Raidt (hereinafter "Raidt") was employed by the Defendant as Captain of the Fire Department.

16. Since 2014, Duffy Sasser (hereinafter "Sasser") has been employed by the Defendant as a lieutenant in the Fire Department.

17. At all times relevant hereto, Cheryl Pickering Jones (hereinafter "Jones") was employed by the Defendant as Director of Human Resources. As Director of Human Resources, Jones was responsible for ensuring that all Human Resources functions and operations were carried out in an effective and compliant manner. At all times relevant hereto, Robert Petrone (hereinafter "Petrone") was employed by the Defendant as a Captain in the Fire Department.

18. Petrone was promoted to captain in 2007 and at all relevant times hereinafter mentioned he held a position within the Fire Department that was superior to the Plaintiff.

19. Beginning in or about December 2007, up to and including the present, Petrone has engaged in a continuing course of conduct and behavior toward the

Plaintiff which was and is cruel, hostile, extreme and outrageous and designed to harass, humiliate, intimidate, threaten, discriminate and retaliate against the Plaintiff.

20. From December 2007 and continuing through the present, Petrone's ongoing wrongful conduct toward the Plaintiff created a hostile work environment.

21. On or about December 13, 2007, Petrone wrote the words "*I Love Niggers*" in large letters on the passenger side of Plaintiff's vehicle while it was parked in the parking lot designated for the Town of New Canaan Fire Department. Said words were visible to other Town and Fire Department employees and the general public.

22. The Plaintiff thereafter drove his vehicle in the Town of New Canaan, not knowing the offensive words were written on his vehicle, before discovering them. He immediately, upon his return to the firehouse, spoke to Petrone and advised him that the message he wrote on his vehicle stating "*I Love Niggers*" was extremely offensive to him, after which Petrone, a supervisor and Captain with the Town of New Canaan Fire Department, told the Plaintiff that the message "*I Love Niggers*" was "comical."

23. At all relevant times hereinafter mentioned, Petrone nicknamed the Plaintiff "Toby" or "Kunta Kinte" referring to the African slave from the movie *Roots*, and called him "Kunta Kinte" or "Toby" in the workplace on multiple occasions in the presence of others, and also told other employees about his nickname for the Plaintiff.

24. In or about or about June 2009, Petrone placed a sticker stating "*I Love Black Cock*" on the Plaintiff's locker located in the public locker room at Plaintiff's workplace.

25. Captain Raidt observed the aforementioned sticker on the Plaintiff's locker but failed to take any type of action regarding this unlawful, offensive and harrassing conduct by Petrone.

26. When Plaintiff found the aforementioned sticker on his locker, which he found to be extremely offensive and hostile, he immediately reported the incident to Chief Hennessey.

27. Chief Hennessey took no action against Petrone for his unlawful and extremely inappropriate and offensive conduct.

28. In or about June 2009, Petrone, as a Fire Department Captain, approached the Plaintiff and verbally threatened to permanently end the Plaintiff's employment with the Defendant and also end his career as a firefighter for reporting Petrone's offensive conduct directed at the Plaintiff to Chief Hennessey and others.

29. At some point following Petrone's verbal threat to end the Plaintiff's employment and career as a firefighter, the Plaintiff discovered pieces of trash, a brownie and foil lodged in the toe of his boots as he tried to put them on to respond to an emergency call. As a result of this, the Plaintiff was unable to get his boots on timely, which delayed his response to an emergency call.

30. Upon information and belief, said brownie, foil and trash were placed in the Plaintiff's boots by Petrone.

31. Petrone frequently sent the Plaintiff, and others, e-mails from an e-mail address that he customarily used for Town business which were racially derogatory and offensive.

32. Petrone also sent racially derogatory materials to the Plaintiff by text message from his personal cell phone which were offensive to the Plaintiff.

33. The Plaintiff told Petrone multiple times that the racist and derogatory emails and text messages were offensive and unwelcome, but Petrone continued to send similar types of emails and messages to the Plaintiff.

34. In or about March 2010, the Plaintiff attended a St. Baldrick's fundraiser hosted by the Town. While Plaintiff was standing at his locker located at the firehouse with his young minor son, Petrone came up to the Plaintiff and his son and told the Plaintiff that "your son has a dick sucking face just like his father" and grabbed the Plaintiff's minor son's hand and said to the Plaintiff's minor son: "I KNOW YOU LIKE PENIS."

35. The Plaintiff found said behavior and conduct by Petrone to be extreme and outrageous.

36. At all relevant times hereinafter mentioned from 2007 and continuing up to the present time, Petrone has repeatedly mocked and insulted the Plaintiff, calling the Plaintiff "stupid", "retarded", "lazy", "dick sucker", "incompetent", and "the department clown". Petrone has also told the Plaintiff "I hope your kids are fags".

37. Petrone has made said comments directly to the Plaintiff and sometimes to other members of the department about the Plaintiff, both within and outside the Plaintiff's presence.

38. On multiple occasions, Petrone has overemphasized the criticism he directs at the Plaintiff when the Plaintiff makes a mistake during a training drill, ensuring that everyone, including other firefighters in the department, are aware that the Plaintiff did

something wrong. Said tactics are used by Petrone to demean and embarrass the Plaintiff and negatively affect his standing and reputation with other firefighters in the Department.

39. The Plaintiff has never observed Petrone criticize any other firefighter for an error or for poor performance in a similar manner.

40. On multiple occasions, Petrone has interfered with the Plaintiff's work performance by withholding important and necessary information during emergency calls, all of which created dangerous situations for the Plaintiff and other firefighters by delaying response times in emergency situations, putting lives in danger and affecting the Plaintiff's ability to perform his job.

41. Firefighting is an inherently dangerous job and the failure to provide accurate, complete and contemporaneous information to all firefighters makes their job even more dangerous and unsafe and undermines their ability to work as a team when responding to emergency situations.

42. On numerous occasions Petrone, as Captain in control of his shift, has offered the Plaintiff opportunities to work overtime as the acting lieutenant, which would provide additional pay for the Plaintiff compared to firefighter overtime pay.

43. When the Plaintiff would arrive for those overtime shifts, he would frequently learn or discover that Petrone incorrectly filled out the overtime book and listed another firefighter as the acting lieutenant, or he had offered the Plaintiff overtime that was not actually available.

44. Upon information and belief, said actions on behalf of Petrone were done for the purpose of embarrassing and harassing the Plaintiff in his employment.

45. On or about February 6, 2015, the Plaintiff discussed potential overtime with Petrone, after which the Plaintiff left the fire department building to go home.

46. As the Plaintiff walked to his vehicle to head home, Petrone immediately rushed out of the building and aggressively approached the Plaintiff, backing the Plaintiff up against his vehicle while demanding to know what overtime shift the Plaintiff would be working.

47. Petrone then told the Plaintiff that the Plaintiff was wrong to complain to Chief Hennessey regarding the racist sticker that was placed on his locker in 2009 and Petrone called the Plaintiff lazy, incompetent, and worthless.

48. Said incident made the Plaintiff feel threatened and intimidated, and it confirmed that Petrone's actions were intentional and done in retaliation for the Plaintiff's proper complaint lodged against him many years prior to that time.

49. After the February 6, 2015 incident with Petrone, the Plaintiff, now having specific knowledge that Petrone had targeted him and was retaliating against him, repeatedly declined overtime opportunities on Petrone's shift and limited his overtime on other shifts out of concern that Petrone would also take overtime on those shifts and the Plaintiff would be forced to work directly under Petrone's command on the shift.

50. The Plaintiff lost significant income by declining said overtime opportunities.

51. On numerous occasions while the Plaintiff was working as acting lieutenant on a shift, he was responsible for offering Petrone overtime as it became available on a shift.

52. During many of the Plaintiff's conversations with Petrone about these overtime opportunities, Petrone would become angry, confrontational, and yell at the Plaintiff, asking on at least one occasion to speak to a "real officer" regarding the overtime opportunities available to him.

53. Petrone also frequently assigned a firefighter, rather than the Plaintiff as acting lieutenant, to schedule overtime when the Plaintiff was working as acting lieutenant, despite the Town's stated policy that an officer (i.e. captain or lieutenant) is responsible for performing this task.

54. Additionally, when the Plaintiff worked as acting Lieutenant on the same shift as Petrone, Petrone regularly refused to communicate directly with the Plaintiff regarding daily tasks and assignments in the department.

55. Instead, Petrone provided these instructions to other firefighters, who then shared this information with the Plaintiff.

56. Upon information and belief, Petrone's actions were intended to undermine the Plaintiff's authority as acting lieutenant, which compromised Plaintiff's position and reduced his credibility and authority as an acting officer with fellow firefighters.

57. Said actions by Petrone also prevented the Plaintiff from performing his job in a safe and thorough manner.

58. On many occasions, Petrone did not assign tasks to be completed on that day fairly and equitably among the department members, but instead assigned the Plaintiff additional tasks that far exceeded the work assigned to others working on the same shift.

59. Petrone also ordered the Plaintiff to perform additional tasks while Plaintiff was in the middle of performing another task, even though other firefighters were available to assist or perform some of the tasks.

60. Over the years, the Plaintiff reported Petrone's improper conduct to Raidt, the Captain on the Plaintiff's regular shift, but upon information and belief, Raidt never took any actions against Petrone or reported his conduct to the Chief or any other senior officers.

61. In or about September 2013, Cheryl Pickering Jones, the Town's Human Resources Director, in response to multiple complaints from firefighters regarding a hostile work environment, particularly due to Captain Petrone, conducted a confidential roundtable survey that included the Plaintiff and other firefighters in the department.

62. The Plaintiff and many other firefighters told Jones about the hostile work environment, and the Plaintiff told Jones about the individual abuse and retaliation to which he was subjected by Petrone.

63. To date, Jones has not taken any actions to correct, address or stop Petrone's offensive behavior and disparate treatment of the Plaintiff.

64. In or about September 2014, Chief Hennessey conducted a confidential roundtable survey that included the Plaintiff and other firefighters in the department.

65. During said roundtable, multiple firefighters provided the Chief with numerous examples of Petrone's inappropriate conduct, and Petrone's violation of Town Policies were also reviewed and discussed.

66. Chief Hennessey stated to the Plaintiff and others that because Petrone was the Union President, there was not much he was able to do to control or discipline Petrone for his improper and inappropriate actions toward other firefighters, and particularly toward the Plaintiff.

67. On or about April 22, 2015, the Plaintiff met with Chief Hennessey to report and address once again the continued harassment by Petrone.

68. During said meeting, Chief Hennessey told the Plaintiff to "grow a thicker skin" and refused to investigate or take further action.

69. On or about October 28, 2016, Jones saw the Plaintiff at Town Hall and, despite being aware of the ongoing harassment by Petrone, asked the Plaintiff to bring Petrone a bag of candy.

70. The Plaintiff informed Jones that he would not do so because of the ongoing harassment he was experiencing from Petrone, after which Jones laughed at the Plaintiff and shoved the bag of candy into his chest before walking away.

71. After returning to the fire department, the Plaintiff left the candy on the counter in the alarm room. Later that day the Plaintiff was confronted by Petrone, who asked "Weren't you supposed to bring me something?"

72. The Plaintiff reported each incident involving Petrone's improper conduct to either Raidt, Chief Hennessey or Cheryl Jones, all of whom have repeatedly failed to take the Plaintiff's complaints seriously or properly investigate and resolve the hostile work environment.

73. The Defendants have repeatedly failed or refused to take any action to reprimand, discipline, or punish Petrone for his behavior. Instead, the Defendants

suggested that the Plaintiff take an administrative leave or even switch shifts to resolve the problem.

74. To date, Petrone has not been disciplined or punished in any way for any of his actions.

75. On or about June 2017, the Plaintiff contacted the Employee Assistance Program (EAP) to report the hostile work environment and the Defendant's failure to take action regarding his complaints.

76. Shortly thereafter, Lieutenant Sasser started to retaliate against the Plaintiff.

77. Upon information and belief, Sasser's conduct was in retaliation for the Plaintiff making the EAP complaint and, at the encouragement of Petrone, to deter the Plaintiff from making any further complaints against Petrone.

78. Sasser's retaliatory actions included:

- a. Preventing the Plaintiff from conducting, or being involved with, shift training as he had been doing for years;
- b. Failing to communicate important and necessary information to the Plaintiff while working together on a shift when Sasser was the Plaintiff's superior officer on the shift;
- c. Micromanaging the Plaintiff's work compared to all other firefighters on shift and holding Plaintiff to different performance standards;
- d. Actively interfering with the Plaintiff's opportunities to take on additional tasks as an acting lieutenant;
- e. Actively interfering with the Plaintiff's opportunities to attend educational classes while on duty;
- f. Filing a false complaint against the Plaintiff for violating an alleged Town policy that did not exist;

- g. Disclosing private and sensitive information about the Plaintiff to other department members;
- h. Providing training opportunities to others while depriving the Plaintiff of the same opportunities;
- i. Removing the Plaintiff without reason or proper explanation from the apparatus to which he was assigned on his shift;
- j. Preventing the Plaintiff from rotating through assignments as required by fire department policy, including driving responsibilities

79. When Plaintiff complained to Captain Raidt about Sasser's retaliatory actions, Raidt stated that this hostile and retaliatory behavior by Sasser was not going to stop "because [Petrone] is not going to let him stop."

80. On or about October 8, 2017, the Plaintiff filed a formal, written complaint with the Defendant regarding the hostile and retaliatory work environment as a result of Petrone and Sasser. Said complaint also referenced the Defendant's failure to take any disciplinary actions regarding the Plaintiff's prior complaints about Petrone and Sasser's behavior.

81. On October 12, 2017, the Plaintiff met with the outgoing First Selectman Robert Mallozzi III to discuss a formal complaint he filed.

82. Mallozzi encouraged the Plaintiff to drop the complaint since it looked bad for the department and the Town.

83. Said meeting made the Plaintiff feel isolated, threatened and intimidated.

84. On or about November 11, 2017 and November 30, 2017, just one month after the Plaintiff filed his formal written complaint about Petrone, Petrone filed two written complaints against the Plaintiff for failing to have a face-to-face check-in with his relief prior to leaving the firehouse at the end of his shift.

85. On said dates, there was no formal policy in the fire department requiring face-to-face check ins with relief before leaving the firehouse.

86. Despite there being no such formal rule, regulation, or policy regarding this procedure at the time of the complaints, the Plaintiff was formally disciplined by the Chief for the alleged violations.

87. Upon information and belief, no other firefighter had ever been criticized, let alone reprimanded or disciplined, for failing to follow this procedure.

88. Upon information and belief, Petrone's complaints in furtherance of the non-existent policy, and the subsequent discipline imposed by the Chief, were in retaliation for the complaints the Plaintiff made against Petrone.

89. On December 2, 2017, the Plaintiff reported the hostile work environment to Commissioner Horner, who also failed to take the Plaintiff's complaints seriously or initiate any investigation relating to them.

90. Horner encouraged the Plaintiff to change shifts, stating "we are not supposed to have snowflakes in the firehouse, but we do".

91. Horner also directly suggested to the Plaintiff that his career could be in jeopardy if he pursued his complaints against Petrone any further.

92. On January 2, 2018, the Plaintiff attended a meeting with the new First Selectman of New Canaan, Kevin Moynihan, and Union President Tony Ryan to address the continuing hostile workplace, harassment and retaliation directed at him by Petrone and others in the Fire Department. During the meeting the Plaintiff recited his list of complaints and grievances regarding Petrone's and others' repeated hostile and retaliatory actions against him and asked the First Selectmen to take action to

end the unlawful and offensive behavior directed toward the Plaintiff by Petrone and others in the department.

93. At said meeting, the Plaintiff advised Moynihan that he did not feel safe working with or being around Petrone.

94. Moynihan advised the Plaintiff that he was referring the matter to Jones, even though the Plaintiff told him that Jones was fully aware of Petrone's conduct due to prior complaints made to her, yet she had not done anything previously to address or rectify the situation.

95. Further, on or about February 2018, the acting lieutenant list was removed from the union contract. At no time prior to the union members' vote were the members advised that any changes had been made regarding the acting lieutenant's list, and in fact the members had been told that there would be no change to that provision of the union contract.

96. From 2012 through 2018, the Plaintiff was on a list of eligible acting lieutenants within the New Canaan fire department. At the time said list was removed, the Plaintiff was the only firefighter on the list. After the vote, the Plaintiff was no longer eligible for overtime as an acting lieutenant. He was the only fire department member affected by this change in the union contract.

97. The acting lieutenant position was important in New Canaan because, unlike many other town fire departments that allow any firefighter to serve as an acting lieutenant on a particular shift, the Town of New Canaan only allowed officers and firefighters who passed the promotional test to fill that position.

98. By holding said status, the Plaintiff was eligible for more overtime opportunities than a regular firefighter.

99. The Plaintiff was eligible to work as an acting lieutenant any time an officer (i.e. captain or lieutenant) was unable to work a shift.

100. Petrone admitted to the Plaintiff that he was the individual who wanted to eliminate the acting lieutenant's list because the Plaintiff was the only person on said list.

101. Upon information and belief, the discontinuation of this list was in direct retaliation against the Plaintiff, intended to deprive him of additional promotional and overtime opportunities due to his complaints about the department.

102. On or about May 23, 2018, Chief Hennessey informed the Plaintiff that he was switching the Plaintiff to a different shift that did not coincide with Petrone's shift to isolate the Plaintiff from Petrone, despite Plaintiff's objections directed to Chief Hennessey about the change.

103. The Plaintiff informed Chief Hennessey that switching his shift would not resolve the hostile work environment, the harassment or the retaliation since Petrone would still be working with the Plaintiff on overtime shifts or when covering for another firefighter.

104. From May 23, 2018 through the present, despite the Plaintiff's shift change to isolate him from Petrone, Petrone has been permitted to work multiple overtime shifts on the Plaintiff's regularly scheduled shifts.

105. As a result of the Defendant's continuing actions, the Plaintiff, fearful of the continued harassment and retaliation, and believing that working under Petrone would

compromise his safety as a firefighter, has been forced to taking extreme measures to avoid working with Petrone, including at times using sick, vacation and personal time, all to his financial detriment.

106. On October 7, 2018, Petrone filed a written complaint against the Plaintiff due to the Plaintiff's alleged failure to have a face-to-face check in with Petrone.

107. Said complaint was filed despite the fact that the Chief moved the Plaintiff's shift for the stated reason that it would isolate him from Petrone, and despite the fact that the Plaintiff had repeatedly advised the Defendant that he felt unsafe working with Petrone.

108. Upon information and belief, said complaint by Petrone was in retaliation for the Plaintiff's complaints against Petrone.

109. From 2012 through 2018, the Plaintiff was eligible for promotion to Lieutenant within the department after passing the promotional tests offered for promotion to lieutenant and captain.

110. Upon information and belief, the Plaintiff has been denied promotion opportunities since 2014 due to the direct interference and retaliation of Petrone and others in the fire department.

111. The Plaintiff finished No. 1 on the lieutenant list in 2014 and in 2016, yet he was passed over for a lieutenant's position in 2014 in favor of Lieutenant Sasser.

112. Regarding the 2014 promotion, Petrone told the Plaintiff that he spoke to members of the Fire Commission and spoke negatively about the Plaintiff and discouraged them from promoting the Plaintiff.

113. Petrone was also instrumental in ending the promotional test after 2016, which, upon information and belief, was done to deprive the Plaintiff of an objective standard of measurement that would have allowed the Plaintiff's outstanding achievements and testing scores to be recognized in comparison to other firefighters, and would have supported the Plaintiff's promotion to lieutenant.

114. Upon information and belief, said actions were done in retaliation against the Plaintiff for the complaints made against Petrone.

115. To date, the Defendant has not taken any action against Petrone or Sasser for any of their improper actions, while imposing discipline on the Plaintiff for alleged violation of rules that did not exist when they were claimed to have been violated.

116. To date, the Defendant has failed to provide the Plaintiff with a safe workplace that is free from hostility, harassment, and retaliation.

117. The persistent hostility, harassment, and retaliation in the workplace are violations of Connecticut law relating to workplace conduct.

118. At all relevant times hereinafter mentioned, Petrone, Sasser, Horner, Hennessey, Raidt, Jones and others were employed by the Defendant, Town of New Canaan as supervisory employees, responsible for the supervision, training, investigation of employee claims, enforcement of policies, procedures, rules, and employee discipline including termination.

119. At all relevant times hereinafter mentioned, the Plaintiff suffered emotional harm and damages due to the Defendant Town of New Canaan's negligence in failing to exercise reasonable care in supervising its employees.

120. At all relevant times hereinafter mentioned, the Plaintiff was an employee of the Defendant Town of New Canaan, which created a special relationship with the Defendant Town of New Canaan and, as such, the Plaintiff was owed a special duty of care by the Defendant.

121. At all relevant times hereinafter mentioned, the Plaintiff repeatedly complained of and/or reported offensive and abusive behavior and conduct directed at him by employees of the Defendant, Town of New Canaan, its agents, servants and/or employees.

122. At all relevant times hereinafter mentioned, the Defendant, Town of New Canaan, knew or had reason to know of the unlawful conduct and/or propensity for unlawful and offensive behavior and conduct by its employees toward the Plaintiff, and that their failure to act would likely subject the Plaintiff, an identifiable person, to imminent harm.

123. At all relevant times hereinafter mentioned the Defendant Town of New Canaan knew or had reason to know that harm of the general nature of that suffered by the Plaintiff was likely to result.

124. At all relevant times hereinafter mentioned the Defendant Town of New Canaan by and through its agents, servants and/or employees failed to exercise reasonable care in the supervision of its employees in that:

- a. It failed to supervise Petrone and Sasser to ensure that their conduct and behavior towards subordinates was appropriate and lawful;
- b. It failed to supervise Petrone to ensure that he was not harassing, threatening, intimidating, bullying, or verbally assaulting the Plaintiff;

c. It failed to ensure that complaints made about Petrone by the Plaintiff were adequately investigated and that appropriate discipline, including suspension and termination, was imposed;

d. It failed to discipline, reprimand, or otherwise address Petrone's actions and the actions of other supervisory employees in an appropriate manner, and as required under the Town Charter and its own rules and regulations applicable to Town employees;

e. It failed to supervise/train its employees regarding how to handle complaints of harassment, discriminatory conduct and inappropriate behavior by other employees such that all Town employees would be protected from such improper conduct to the fullest extent possible;

f. It failed to supervise/train its employees regarding how to properly protect employees who claim to be the victim of harassment or inappropriate behavior by other employees;

g. It failed to supervise/train the Defendants, including Petrone and Sasser, on appropriate conduct and behavior in the workplace toward subordinates such as the Plaintiff;

h. It failed to supervise/train its employees to properly investigate the type of unlawful hostile conduct and behavior as alleged by the Plaintiff against Petrone and other supervisory employees;

i. It failed to supervise/train its employees to discipline other employees who create an unsafe, hostile work environment and/or engage in other inappropriate conduct and/or behavior;

j. It failed to supervise/train its employees regarding the Town's policies and procedures and to discipline employees who violated those provisions, and it failed to enforce its own policies regarding bullying, harassment, hostile workplace and retaliation;

k. It failed to train its employees not to harass, bully, intimidate, verbally assault, or threaten other employees.

125. As a further result of the aforementioned negligence and carelessness of the Defendant, the Plaintiff has undergone and will continue to undergo counselling,

medication, psychotherapy, and other treatments. The Plaintiff has been and will continue to be required to incur expenses for all of these treatments.

126. As a further result of the negligence and carelessness of the Defendant, the Plaintiff has sustained psychological suffering, emotional distress, mental anguish, and distress of mind, including fright, nervousness, depression, grief, anxiety, worry, mortification, shock, humiliation and indignity, all of which is or is likely to be permanent.

127. As a further result of the negligence and carelessness of the Defendant, the Plaintiff has sustained a loss of enjoyment of life's activities, and these injuries and losses are or are likely to be permanent in nature.

128. As a further result of the negligence and carelessness of the Defendant, the Plaintiff has sustained a loss of his ability to earn a living and an impairment of his future earning capacity.

129. As a further result of the negligence and carelessness of the Defendant, the Plaintiff has sustained lost wages.

SECOND COUNT: NEGLIGENT RETENTION OF EMPLOYEES AS AGAINST TOWN OF NEW CANAAN

1-124. The allegations of Paragraphs 1 through 124 of the First Count are hereby incorporated by reference and made Paragraphs 1 through 124 of the Second Count as if fully set forth herein

125. At all relevant times hereinafter mentioned the Defendant, Town of New Canaan had a duty to exercise reasonable care in the retention of its employees, including but not limited to Petrone.

126. At all relevant times hereinafter mentioned the Defendant, its agents, servants and/or employees were negligent in retaining Petrone as a supervisory employee with the Town of New Canaan Fire Department in that:

- a. It knew or should have known that Petrone harassed, intimidated, threatened, bullied, and verbally assaulted the Plaintiff;
- b. It knew or should have known that Petrone violated the Defendant's own policies, procedures, rules, regulations and applicable Connecticut law regarding his workplace conduct and behavior;
- c. It knew or should have known that Petrone previously demonstrated that he was unfit and incompetent as a supervisor based on his relations and conduct with subordinate employees;
- d. It continued to retain Petrone despite the fact that it knew or should have known that he was an unfit and unsuitable supervisor;
- e. It knew or should have known that Petrone was unfit for his position as a supervisor, and said lack of fitness was likely to cause the sort of harm incurred by the Plaintiff, and yet it failed to take proper action to prevent such harm from occurring, even after it was provided with specific information and examples of his unlawful conduct.

127. The Defendant's negligence and carelessness as aforesaid caused all of the damages and losses set forth herein.

128. The negligent and careless acts of the Defendant as set forth above created an unreasonable risk of causing the Plaintiff foreseeable emotional distress and other damages set forth herein.

129. As a further result of the negligence and carelessness of the Defendant, the Plaintiff has undergone and will continue to undergo counselling, medication, psychotherapy, and other treatments. The Plaintiff has been, and will continue to be, required to incur expenses for all of these treatments.

130. As a further result of the negligence and carelessness of the Defendant, the Plaintiff has sustained psychological suffering, emotional distress, mental anguish and distress of mind, including fright, nervousness, depression, grief, anxiety, worry, mortification, shock, humiliation, and indignity, all of which is, or is likely to be, permanent.

131. As a further result of the negligence and carelessness of the Defendant, the Plaintiff has sustained a loss of enjoyment of life's activities, and these injuries and losses are, or are likely to be, permanent in nature.

132. As a further result of the negligence and carelessness of the Defendant, the Plaintiff has sustained a loss of his ability to earn a living and an impairment of his future earning capacity.

133. As a further result of the negligence and carelessness of the Defendant, the Plaintiff has sustained lost wages.

**THIRD COUNT: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS AS
AGAINST TOWN OF NEW CANAAN**

1-124. Paragraphs 1 through 124 of the First Count are hereby incorporated by reference and made Paragraphs 1 through 124 of the Third Count as if fully set forth herein.

125. At all relevant times hereinafter mentioned the Defendant, its agents, servants and/or employees by their conduct intended to inflict emotional distress upon the Plaintiff, or they knew or should have known that the Plaintiff would likely suffer emotional distress as a direct result of their aforementioned wrongful actions and conduct.

126. At all relevant times hereinafter mentioned the Defendant, its agents, servants and/or employees subjected the Plaintiff to unlawful conduct in the workplace that

transgressed the bounds of socially intolerable behavior or would involve an unreasonable risk of causing emotional distress that, if it were caused, might result in bodily harm.

127. At all relevant times hereinafter mentioned, the aforementioned wrongful actions and conduct by the Defendant, its agents, servants and/or employees were extreme and outrageous, and they were the cause of the Plaintiff's distress.

128. At all relevant times hereinafter mentioned, the emotional distress sustained by the Plaintiff was severe.

129. As a direct result of the intentional infliction of emotional distress by the Defendant, its agents, servants and/or employees, the Plaintiff has suffered and will continue to suffer emotional pain, discomfort, fear, humiliation, anxiety, other emotional loss, and distress, suffering and other damages.

FOURTH COUNT: HOSTILE WORK ENVIRONMENT IN VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, 42 U.S.C. §2000e-2 et. seq. AGAINST TOWN OF NEW CANAAN

1-124. Paragraphs 1 through 124 of the First Count are hereby incorporated by reference and made Paragraphs 1 through 124 of the Fourth Count as if fully set forth herein.

125. At all relevant times hereinafter mentioned, the Plaintiff asserts that he was subjected to a hostile work environment, disparate treatment and other discriminatory conduct by the Defendant, its agents, servants and/or employees because of his association with persons of another race who were members of a protected class, in violation of Title VII of the Civil Rights Act of 1964, 42 USC §2000e-2 et. seq.

126. At all relevant times hereinafter mentioned, the Plaintiff asserts that he was subjected to a hostile work environment, disparate treatment and other discriminatory conduct by the Defendant, its agents, servants and/or employees based on sex, in violation of Title VII of the Civil Rights Act of 1964, 42 USC §2000e-2 et. seq.

127. At all relevant times hereinafter mentioned, the Plaintiff asserts that he was subjected to a hostile work environment, disparate treatment and other discriminatory conduct by the Defendant, its agents, servants and/or employees based on his race as a white male in violation of Title VII of the Civil Rights Act of 1964, 42 USC §2000e-2 et. seq.

128. At all relevant times hereinafter mentioned, the Plaintiff was subjected to a steady barrage of severe, continuous and pervasive hostility, harassment and verbal abuse in the workplace by the Defendant, its agents, servants and/or employees, which has adversely altered the Plaintiff's terms and conditions of his employment and created a hostile, abusive work environment.

129. At all relevant times hereinafter mentioned, the harassment, hostility, verbal abuse and other discriminatory conduct to which the Plaintiff was subjected by the Defendant, its agents, servants and employees were motivated by and based on his association with persons of another race and/or his sex, and/or his race as a white male, all protected under Title VII of the Civil Rights Act of 1964, 42 USC §2000e et. seq., which gives rise to an inference of discrimination.

130. As a direct result of the unlawful harassment and hostile discriminatory conduct by the Defendant, its agents, servants and/or employees in violation of Title VII

of the Civil Rights Act of 1964, 42 U.S.C. Sect. 2000e et. seq., the Plaintiff has suffered and will continue to suffer both economic and non-economic damages.

FIFTH COUNT: DISCRIMINATORY PRACTICES UNDER C.G.S. §46a-60(a)(1); C.G.S. §46a-81c. AS AGAINST TOWN OF NEW CANAAN

1-124. Paragraphs 1 through 124 of the First Count are hereby incorporated by reference and made Paragraphs 1 through 124 of the Fifth Count as if fully set forth herein.

125. At all relevant times hereinafter mentioned, the Plaintiff asserts that he was subjected to discrimination and disparate treatment by the Defendant, its agents, servants and employees due to his association with persons of another race, his perceived sexual orientation and/or his race as a white male, in violation of C.G.S. §46a-60(a)(1) and C.G.S. §46a-81c

126. At all relevant times hereinafter mentioned the Plaintiff was subjected to a steady barrage of severe, continuous and pervasive discriminatory conduct in the workplace by the Defendant, its agents, servants and/or employees, which altered the Plaintiff's terms and conditions of employment and created a hostile and abusive work environment.

127. At all relevant times hereinafter mentioned, the discriminatory conduct which the Plaintiff was subjected to by the Defendant, its agents, servants and/or employees was motivated by and based on Plaintiff's association with persons of another race, his perceived sexual orientation, and/or his race as a white male, all subject to protection under C.G.S. §46a-60(a)(1) and C.G.S. §46a-81c.

At all relevant times hereinafter mentioned, the Plaintiff's association with persons of another race, his perceived sexual orientation, and/or his race as a white male was a

motivating factor in the Defendant's discriminatory conduct, which gives rise to an inference of discrimination under the provisions of C.G.S. §46a-60(a)(1) and C.G.S. §46a-81c.

As a direct result of the aforementioned unlawful discriminatory conduct and disparate treatment of the Plaintiff by the Defendant, its agents, servants and/or employees, he has suffered and will continue to suffer both economic and non-economic damages.

SIXTH COUNT: RETALIATION IN VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 42 U.S.C. § 2000e-3(a) et. seq. AS AGAINST TOWN OF NEW CANAAN

1-124. Paragraphs 1 through 124 of the First Count are hereby incorporated by reference and made Paragraphs 1 through 124 of the Sixth Count as if fully set forth herein.

125. At all relevant times hereinafter mentioned, the Plaintiff was in a protected class based on his association with persons of another race, sex and/or his race as a white male, and he participated in a protected activity under 42 U.S.C. § 2000e-3(a) et. seq. when he opposed discriminatory employment practices and/or other prohibited employment practices at the Defendant Town of New Canaan Fire Department.

126. At all relevant times hereinafter mentioned the Defendant, its agents, servants and/or employees knew or should have known of the Plaintiff's participation in opposing discriminatory employment practices and/or other prohibited employment practices at the New Canaan Fire Department.

127. At all relevant times hereinafter mentioned, the Plaintiff's opposition to discriminatory employment practices and/or other prohibited employment practices at the New Canaan Fire Department caused the Plaintiff to suffer material adverse changes in the terms and conditions of his employment with the Defendant.

128. As a result of the foregoing unlawful actions and conduct of the Defendant in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sect. 2000e-3(a) et. seq., the Plaintiff has suffered and will continue to suffer both economic and non-economic damages.

SEVENTH COUNT: RETALIATION UNDER CONNECTICUT FAIR EMPLOYMENT PRACTICES ACT-C.G.S. SECTION 46a-60(a)(4) AS AGAINST TOWN OF NEW CANAAN

1-124. Paragraphs 1 through 124 of the First Count are hereby incorporated by reference and made Paragraphs 1 through 124 of the Seventh Count as if fully set forth herein.

125. At all relevant times hereinafter mentioned, the Plaintiff was in a protected class based on his association with persons of another race, perceived sexual orientation and/or race as a white male, and he opposed discriminatory employment practices and/or other prohibited employment practices at the New Canaan Fire Department.

126. At all relevant times hereinafter mentioned, the Defendant, its agents, servants and/or employees knew or should have known of the Plaintiff's opposition to discriminatory employment practices and/or other prohibited employment practices at the New Canaan Fire Department.

127. At all relevant times hereinafter mentioned, the Plaintiff's opposition to discriminatory employment practices and/or other prohibited employment practices at the New Canaan Fire Department caused the Plaintiff to suffer material adverse changes in the terms and conditions of his employment with the Defendant.

128. As a result of the foregoing unlawful actions and conduct of the Defendant, its agents, servants and/or employees in violation of Conn. Gen. Stat. Sec. 46a-60(a)(4),

the Plaintiff has suffered and will continue to suffer both economic and non-economic damages.

EIGHTH COUNT: NEGLIGENCE AS AGAINST TOWN OF NEW CANAAN

1-124. Paragraphs 1 through 124 of the First Count are hereby incorporated by reference and made Paragraphs 1 through 124 of the Eight Count as if fully set forth herein.

125. At all relevant times hereinafter mentioned the Defendant, its agents, servants and/or employees owed a duty to the Plaintiff based on the employer-employee relationship, which created a special relationship of custody and control.

126. At all relevant times hereinafter mentioned the Defendant its agents, servants and/or employees breached the duty of care they owed to the Plaintiff in failing to take appropriate reasonable care and action to protect the Plaintiff from workplace verbal abuse, harassment, hostility, ridicule, bullying, discrimination and other unlawful conduct.

127. The Defendant's negligence and carelessness as aforesaid caused all of the damages and losses set forth herein.

128. The negligent and carelessness acts of the Defendant as set forth above created an unreasonable risk of causing the Plaintiff foreseeable emotional distress and other damages set forth herein.

129. As a further result of the negligence and carelessness of the Defendant, the Plaintiff has undergone and will continue to undergo counseling, medication, psychotherapy, and other treatments. The Plaintiff has been and will continue to be required to incur expenses for all of these treatments.

130. As a further result of the negligence and carelessness of the Defendant, the Plaintiff has sustained psychological suffering, emotional distress, mental anguish, and distress of mind, including fright, nervousness, depression, grief, anxiety, worry, mortification, shock, humiliation, and indignity, all of which is or is likely to be permanent.

131. As a further result of the negligence and carelessness of the Defendant, the Plaintiff has sustained a loss of enjoyment of life's activities.

132. As a further result of the negligence and carelessness of the Defendant, the Plaintiff has sustained a loss of his ability to earn a living and an impairment of his future earning capacity.

133. As a further result of the negligence and carelessness of the Defendant, the Plaintiff has sustained lost wages.

NINTH COUNT: BREACH OF CONTRACT AS AGAINST TOWN OF NEW CANAAN

1-124. The allegations of Paragraphs 1 through 124 of the First Count are hereby incorporated by reference and made Paragraphs 1 through 124 of the Ninth Count as if stated fully herein.

125. At all relevant times hereinafter mentioned, the Defendant published a Handbook to its employees, including the Plaintiff, which outlined and set forth the Defendant's policies, procedures and rules.

126. At all relevant times hereinafter mentioned, the Handbook constituted a contract and/or agreement which the Plaintiff and Defendant were bound to follow, and carry out in good faith, all policies, procedures, rules and regulations governing employee and employer conduct in the workplace.

127. Pursuant to the Defendant's Anti-Harassment Policy: "The Town prohibits harassment of any employee ... on the basis of race, religion, creed, color, national origin,

ancestry, citizenship, sex, military status, age, marital status, sexual orientation, disability or any other personal characteristic protected under applicable federal, state or local law. While it is not easy to define harassment, examples include verbal or physical conduct that demeans or shows hostility or aversion towards an individual and that: Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, as defined by law; has the purpose or effect of unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities."

128. Further, said Anti-Harassment Policy states: "Sexual harassment may include, but is not limited to, ... sexual innuendo, suggestive comments, sexually oriented kidding or teasing, practical jokes, jokes about gender-specific traits, foul or obscene language or gestures..."

129. Said policy further provides: "Any employee who feels that they have experienced or witnessed harassment should immediately notify the Director of Human Resources or the Administrative Officer. The Town will promptly and thoroughly investigate the facts and circumstances of any claim of harassment. Confidentiality will be maintained to the extent possible. Anyone, regardless of position or title, who the Town determines has engaged in unlawful harassment of any kind, will be subject to discipline up to and including termination. **The Town prohibits any form of retaliation for reporting incidents of unlawful harassment, pursuing any such claim or cooperating in the investigation of such reports.**" (Emphasis added).

130. Pursuant to the Defendant's Workplace Threats and Violence Policy: "The Town regards the safety and security of its employees as critical. There is a zero-

tolerance policy towards any threats, threatening behavior, or acts of violence against employees... on Town property or in relation to employment with the Town. It is the intent of this Policy to ensure that everyone associated with the Town... never feel threatened by any employee's action or conduct. 'Violence' includes ... harassing, intimidating... Any employee who threatens another employee (such as harassment, intimidation...), shall be removed from the premises as quickly as safety permits, and shall remain off Town premises pending the outcome of an investigation. The Town will initiate an appropriate response which may include disciplinary action and/or initiating legal proceedings."

131. The Defendant's Workplace Threats and Violence Policy further states: "All Town personnel are responsible for notifying the Director of Human Resources and/or the First Selectman's office of any threats or other actions that they believe violate this policy, which they have witnessed, received, or have been told that another employee has witnessed or received...Employees are responsible for making this report regardless of the relationship between the employee or persons who initiated the threat or threatening behavior and the employee or persons who were threatened or were the focus of the threatening behavior. If the designated management representative is not available, the employee should report the threat to their supervisor (or that individual's supervisor if the threat is made by the supervisor). There will be no retaliation against an employee who makes a good faith report under this Policy."

132. Pursuant to the Defendant's Zero Tolerance Policy: The Town of New Canaan has zero tolerance for violence in the workplace. Threatening language and/or actions directed at staff...will not be tolerated and will be handled swiftly

and appropriately. Our goal is to foster individual respect and dignity within a safe and healthy working environment.”

133. Bullying, threatening language, and harassment, in addition to other acts, are violations of the Defendant’s Zero Tolerance Policy.

134. Pursuant to the Defendant’s Non-Retaliation and Whistleblower Policy: “The Town is committed to lawful and ethical behavior and requires its employees... to conduct themselves in a manner that complies with all applicable laws and regulations. For purposes of this policy, ‘Whistleblowing’ means reporting what one reasonably and genuinely believes is wrongdoing by another Town employee... in the course of his or her employment ... for the Town. Wrongdoing includes, but is not limited to, ...neglect... or other forms of misconduct and/or violation of state or federal law or regulation, or any municipal ordinance, regulation, rule and/or policy. Any person having knowledge of any wrongdoing occurring in any Town department, Board or Commission of the Town or any contractor must report such matter(s) to the Director of Human Resources. If the employee is not comfortable speaking with the Director of Human Resources or is not satisfied with the response, the report should be directed to the First Selectman....Retaliation of any kind toward any employee or applicant who in good faith perceives violations of the Town’s policies or participates in any related proceedings will not be tolerated. In the event that a Town employee is found to have retaliated against a Whistleblower, he/she will be subject to discipline, up to and including termination of employment. Any individual who feels he/she has been retaliated against under this policy is encouraged to report such retaliation using the reporting guidelines set forth above.”

135. At all relevant times mentioned herein, the Defendant, its agents, servants and/or employees, including but not limited to , Petrone, Sasser, Hennessey and Jones breached the Town's policies regarding anti-harassment, bullying, workplace threats and violence, non-retaliation and whistleblower protection.

136. To date, the Defendant has failed to provide the Plaintiff with a safe workplace that is free from hostility, harassment, bullying, and retaliation.

137. Despite reporting said policy violations to the Defendant, the Defendant failed to take the required action to address and stop the harassment, hostile workplace and retaliation complained of by the Plaintiff.

138. As such, the Defendant breached its contract with the Plaintiff.

139. As a result of the Defendant's breach of contract, the Plaintiff has suffered damages.

WHEREFORE, the Plaintiff respectfully prays that this Court award the following damages:

Compensatory damages;
Consequential damages;
Punitive damages;
Attorney's fees;
Costs; and statutory interest;
Any other relief that the Court deems fair, just and equitable.

By: 

Michael S. Lynch
Lynch Law Group, LLC
215 Coram Ave.
Shelton, CT 06484
Telephone: 203-836-3201
Facsimile: 203-836-3211
Firm Juris No: 438541
mlynch@lynchlawgroup.net

RETURN DATE: APRIL 14, 2020 : SUPERIOR COURT
JOHN ANIELLO : J.D. OF STAMFORD
VS. : AT STAMFORD
TOWN OF NEW CANAAN : MARCH 13, 2020

STATEMENT RE: AMOUNT IN DEMAND

The amount, legal interest or property in demand, exclusive of interest and costs, is
in excess of Fifteen Thousand Dollars (\$15,000.00).

By: 

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mlynch@lynchlawgroup.net

EXHIBIT A

STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

John S. Aniello
COMPLAINANT

vs.

CHRO No. 1920029
EEOC No. 16A201801726

Town of New Canaan
RESPONDENT

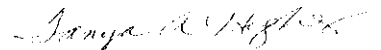
RELEASE OF JURISDICTION

The Commission on Human Rights and Opportunities hereby releases its jurisdiction over the above-identified complaint. The Complainant is authorized to commence a civil action in accordance with CONN. GEN. STAT. § 46a-100 against the Respondent in the Superior Court for the judicial district in which the discriminatory practice is alleged to have occurred, in which the Respondent transacts business or in which the Complainant resides. If this action involves a state agency or official, it may be brought in the Superior Court for the judicial district of Hartford.

A copy of any civil action brought pursuant to this release must be served on the Commission at ROJ@ct.gov or at 450 Columbus Blvd., Suite 2, Hartford, CT 06103 at the same time all other parties are served. Electronic service is preferred. **THE COMMISSION MUST BE SERVED BECAUSE IT HAS A RIGHT TO INTERVENE IN ANY ACTION BASED ON A RELEASE OF JURISDICTION PURSUANT TO CONN. GEN. STAT. § 46a-103.**

The Complainant must bring an action in Superior Court within 90 days of receipt of this release and within two years of the date of filing the complaint with the Commission unless circumstances tolling the statute of limitations are present.

DATE: December 19, 2019



Tanya A. Hughes, Executive Director

Service:

Complainant: jaelectric0707@gmail.com

Complainant's attorney: mlynch@lynchlawgroup.net

Respondent: ceryan@ryandelucalaw.com

Respondent's attorney: ceryan@ryandelucalaw.com